

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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STACY WASHINGTON,

No. 1:20-CV-3446-LTS-SN

Plaintiff,

-against-

NYC MADISON AVENUE MEDICAL
P.C. et al.,

Defendants.

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ORDER

On October 3, 2023, this Court entered an Order of Dismissal, without prejudice to the restoration of the action upon application of a party within a thirty-day period following entry of the Order and any extensions of such period. (See docket entry no. 78.) The parties were further advised that, should they wish the Court to retain jurisdiction in this matter for purposes of enforcing any settlement agreement, the parties must submit the agreement to the Court to be so ordered. (Id.)

On November 30, 2023, Plaintiff, Stacy Washington, timely filed the settlement agreement reached between Plaintiff and Defendant NYC Madison Avenue Medical, P.C (“NYC Madison”). (See docket entry nos. 85, 87, 91.) Included in the settlement agreement was a provision stipulating that “Plaintiff, on behalf of itself and each of its predecessors, successors, assigns, transferees, partners, joint venturers, agents, employees, representatives, managers, attorneys, heirs, executors, administrators and trustees . . . does hereby irrevocably release, acquit and forever discharge” NYC Madison and, inter alia, its “agents, employees, representatives, officers, directors, [and] members” of and from the “claims and/or causes of actions” asserted in

the instant case. (Docket entry no. 91 ¶ 3.) The parties also stipulated and agreed to dismissal of this case with prejudice.¹ (Id. at 8.)

Following a dispute regarding Defendant's failure to make timely payments according to the settlement agreement (see docket entry nos. 94, 95, 98), Defendant consented to an entry of judgment, reserving "the right to challenge any alleged judgment amount that it is inconsistent with [their] understanding of NYC Madison's obligations." (Docket entry no. 102.) The Court thereafter entered the parties' proposed judgment against NYC Madison on June 11, 2024, awarding Plaintiff \$38,000, with interest at 9% from November 30, 2023, for a total judgment amount of \$39,817.75. (Docket entry no. 105.)

All claims as against all parties having been resolved, the Clerk of Court is respectfully directed to close this case.

SO ORDERED.

Dated: New York, New York
June 18, 2024

/s/ Laura Taylor Swain

LAURA TAYLOR SWAIN
Chief United States District Judge

¹ Although the redacted version of the settlement agreement filed on the public docket at docket entry no. 91 is unexecuted, the unredacted copy of the settlement agreement and the accompanying stipulation of dismissal with prejudice, maintained under seal at docket entry no. 83, has been executed by both parties.